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MTC 6071-M
AGREEMENT FOR EASEMENTVol. M Page 5136

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THIS AGREEMENT, Made and entered into this 1st day of August, 1977, by and between JAMES A. SCOTT and SANDRA G. SCOTT, HUSBAND AND WIFE, hereinafter called the first party, and GLEN DERRA and TERRY LEE DERRA, HUSBAND AND WIFE, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:

S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 10, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;
NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

An easement 30 feet in width for ingress and egress, for the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section, over the North 30 feet of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the North 30 feet of the East 30 feet of the SW $\frac{1}{4}$ NW $\frac{1}{4}$. Section 10, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

AUG - 4 1977

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

15 feet South of the North line.

and second party's right of way shall be parallel with said center line and not more than 15 feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

James A. Scott
Sandra D. Scott
Henry Lee Scott

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath } ss.

Aug 4, 1977

Personally appeared the above named James A. Scott

Sandra D. Scott and Henry Lee Scott

and acknowledged the foregoing instrument to be

their voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Vaclav Kalnia

Notary Public for Oregon

My commission expires: June 14, 1978

STATE OF OREGON, County of _____) ss.

Personally appeared _____ and

each for himself and not one for the other, did say that the former is the

_____ president and that the latter is the

_____ secretary of

_____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

James and Sandra Scott

AND

H.C. Sarnfeld
H.C. SARNFELD, DIRECTOR OF VETERANS AFFAIRS

AFTER RECORDING RETURN TO

Mountain Hill
attn: Judy

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 17th day of March, 1978

at 10:23 o'clock A M., and recorded in book M78 on page 5136 or as file/reel number 44802

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Wm. D. Milne

By Sarnfeld Recording Officer
Helsch Deputy

SPACE RESERVED FOR RECORDER'S USE